

**EXHIBIT 2**

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## **Exhibit 2**

PUBLIC DISCLOSURE VERSION

BEFORE THE  
GEORGIA PUBLIC SERVICE COMMISSION

In Re )  
 )  
Complaint of MCImetro Access Transmission )  
Services, LLC and MCI WorldCom )  
Communications, Inc Against BellSouth )  
Telecommunications, Inc )

Docket No 11901-U

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**MCI'S RESPONSES TO BELL SOUTH'S FIRST INTERROGATORIES**

MCImetro Access Transmission Services, LLC and MCI WorldCom Communications, Inc ("MCI") hereby respond to the First Interrogatories of BellSouth Telecommunications, Inc ("BellSouth") filed in this docket.

**GENERAL OBJECTIONS**

MCI makes the following general objections to BellSouth's First Interrogatories

1 MCI objects to BellSouth's First Interrogatories to the extent they seek to impose obligations beyond the requirements of the Georgia Civil Practice Act.

2 MCI objects to BellSouth's First Interrogatories to the extent that they call for information that is exempt from discovery by virtue of the attorney-client privilege, the work product doctrine, or other applicable privilege

3 MCI objects to BellSouth's First Interrogatories to the extent that they seek information that is not relevant to any issue in this proceeding nor reasonably calculated to lead to the discovery of admissible evidence.

4 MCI objects to BellSouth's First Interrogatories to the extent that they are overly broad and unduly burdensome

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5 MCI objects to BellSouth's First Interrogatories to the extent that they seek proprietary and confidential information. MCI will agree to provide such information only subject to an appropriate confidentiality agreement.

### GENERAL NOTE

The term "MCI" will be used herein to refer exclusively to MCImetro Access Transmission Services, LLC and MCI WorldCom Communications, Inc. The term "WorldCom" will be used to refer to WorldCom, Inc. or any or all of its operating subsidiaries.

### RESPONSE TO INTERROGATORIES

1 For each Interrogatory, identify the person or persons providing information in response thereto

**RESPONSE:** The primary persons responsible for providing the information provided herein are identified below.

2. With respect to the allegations in Paragraph 13 of the Complaint, identify each person in Georgia whom MCI contends has maintained service with BellSouth rather than "migrating to MCI for voice service and losing FastAccess."

**RESPONSE:** MCI objects to Interrogatory No. 2 because it is overly broad and unduly burdensome because it is not possible as a practical matter to identify every person who has maintained service with BellSouth rather than migrating to MCI and losing FastAccess. Subject to these objections, MCI states that MCI customer representatives are trained to ask prospective customers whether they have FastAccess service, and, when customers respond that they have FastAccess service, to inform the customers that they are not eligible for MCI's Neighborhood service and must disconnect their FastAccess service if they wish to sign up for the

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*Neighborhood* MCI does not keep records of these conversations and therefore is unable to identify each of these customers. WorldCom does, however, have records of the more than 4,900 instances since late December 2001 when MCI has submitted local service requests for Georgia customers that BellSouth has rejected because the customers have had FastAccess service. A list of these rejects through September 12, 2002 is provided in response to BellSouth Document Request No. 2. It bears emphasis that this list reflects only those instances in which the MCI representative was not informed by the customer that the customer did not have FastAccess, not the instances in which the MCI representative did not submit a local service request because the customer stated that he or she had FastAccess. The actual number of customers who have maintained service with BellSouth rather than migrating to the Neighborhood and losing their FastAccess service during this time therefore is even higher than shown on the list.

Person providing information: Sherry Lichtenberg

3 With respect to the allegations in Paragraph 13 of the Complaint, identify each person in Georgia whom you contend has maintained service with BellSouth rather than "migrating to MCI for voice service and losing FastAccess" because they "are bound by long-term DSL contracts."

**RESPONSE:** MCI objects to Interrogatory No. 3 because it is overly broad and unduly burdensome because it is not possible as a practical matter to identify every person who has maintained service with BellSouth rather than migrating to MCI and losing FastAccess. Subject to these objections, MCI states that because MCI does not keep records of conversations between its service representatives and its prospective customers, it lacks information concerning the reasons particular FastAccess customers have for choosing not to relinquish their FastAccess

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service and migrate to the Neighborhood MCI is aware, however, that BellSouth has offered one-year contracts to its FastAccess customers that require a substantial payment if the customer terminates the FastAccess service before the expiration of the contract term. Such contracts obviously provide an incentive for FastAccess customers not to give up their FastAccess Service.

Person providing information Sherry Lichtenberg.

4 With respect to the allegations in Paragraph 13 of the Complaint, describe with particularity each "long-term DSL contract" you contend BellSouth encourages customers to enter into. In answering this Interrogatory, identify all documents referring or relating to such "long-term DSL contracts."

**RESPONSE:** BellSouth is in a better position than MCI to identify the contracts it offers to FastAccess customers, and in fact MCI has requested BellSouth to produce all documents evidencing, reflecting or relating to the terms and conditions on which FastAccess is offered in Georgia. Nevertheless, MCI is aware of the terms and conditions that BellSouth has offered to at least some of its FastAccess customers. Such terms and conditions currently are provided on BellSouth's website (copies of relevant web pages are being produced in response to BellSouth's Document Request No. 1) and has been provided in the materials it sends to its FastAccess customers (a copy of one such document is being produced in response to BellSouth's Document Request No. 1).

Person providing information Sherry Lichtenberg

5 With respect to the allegations in Paragraph 13 of the Complaint, describe with particularity the "back-end fees," including the amount of such fees, you contend customers must pay if the customer attempts to terminate service after a trial period and before the end of the

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contract term. In answering this Interrogatory, identify all documents referring or relating to such "back-end fees."

**RESPONSE:** See response to Interrogatory No. 4.

Person providing information: Sherry Lichtenberg.

6. Is MCI aware that BellSouth's policy is to provide FastAccess to a customer that receives voice service from a competing local exchange carrier reselling BellSouth's local exchange service? If the answer to the foregoing Interrogatory is in the affirmative, state when MCI first became aware of this policy.

**RESPONSE:** MCI is now aware that BellSouth's policy is to provide FastAccess to a customer that receives voice service from a competing local exchange carrier reselling BellSouth's local exchange service. Although MCI received copies of correspondence in July of last year reflecting that BellSouth had offered to another CLEC that it could provide resold local voice service to FastAccess customers, MCI is not aware that BellSouth ever has notified the CLEC community that it was willing to do so as a general matter. MCI understands from BellSouth's answer in this case that MCI may provide local voice service to FastAccess customers, but as explained below, this approach does not provide a satisfactory solution for MCI, which is a UNE-P voice provider.

Person providing information: Sherry Lichtenberg.

7. Would MCI be willing to resell BellSouth's local exchange service in order that MCI could provide voice service to its customers in Georgia and BellSouth could provide FastAccess over the same line? If the answer to the foregoing Interrogatory is in the negative, describe with particularity all reasons, whether technical, financial, or otherwise, why MCI would be unwilling to do so.

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**RESPONSE:** MCI objects to Interrogatory No. 7 on the grounds that it is overly broad and unduly burdensome. Subject to these objections, MCI is not willing to resell BellSouth's local exchange service for customers who have FastAccess service, for a number of reasons. First and foremost, MCI is not willing to allow BellSouth to dictate its business plans. UNE-P is an authorized service delivery method in Georgia and BellSouth should not be permitted to foreclose MCI from using UNE-P to serve a given segment of BellSouth's retail voice customer base. Second, resale undermines MCI's ability to design and price its own packages of services because MCI is limited by whatever retail packages and prices BellSouth chooses to offer. Third, resale does not prove out economically as a strategy for selling voice service to consumers on a mass market basis, and no provider has ever succeeded in using resale to serve that market. Not only does resale provide substantially lower margin for voice service, but, unlike UNE-P, it requires the CLEC to pay access charges (rather than receiving them) for its customers' long distance calls. This drawback is particularly acute for MCI's Neighborhood Complete product, which offers consumers unlimited long distance usage. Fourth, to make matters worse, employing resale for one group of prospective customers and UNE-P for the rest would require MCI to develop and use another OSS system. It took MCI more than a year and millions of dollars to address successfully many of the most serious problems in BellSouth's UNE-P OSS in Georgia and no doubt MCI would have to endure a similar experience developing a second OSS system for resale. Not only would there be undue resources (both in expense and IT development time) but customers would experience problems in receiving their service as the OSS problems were worked out. And once the resale OSS system was finally completed and fully functional, MCI would have to train its customer representatives to use different systems depending on what kind of customer was reached. The need to use two systems in and of itself



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would lead to human error, but the problem would be further compounded by the difficulty in obtaining accurate information from the customer about whether he or she actually has FastAccess service. Although the foregoing reasons are not necessarily exhaustive (it is difficult to envision all of the problems that using resale would cause), they leave no doubt that resale is not a viable option for serving FastAccess customers.

Person providing information: Sherry Lichtenberg.

8 With respect to the allegations in Paragraph 14 of the Complaint, describe with particularity the types of customers to whom MCI provides local exchange service using its own telecommunication facilities rather than "by leasing UNE-P lines from BellSouth." In answering this Interrogatory, identify all factors, whether technical, financial, or otherwise, that MCI considers in deciding whether to provide local exchange service using its own telecommunications facilities rather than leasing UNE-P lines from BellSouth, and explain in detail MCI's justification for considering each such factor.

**RESPONSE:** Response to Interrogatory No. 8 is being filed under Trade Secret

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9 Do you contend that the Georgia Public Service Commission has jurisdiction over Broadband Services?

**RESPONSE:** Yes

Person providing information MCI counsel

10 If the answer to Interrogatory No. 9 is in the affirmative, please cite all statutes, rules, regulations, orders, or other legal authority that support your contention.

**RESPONSE:** MCI objects to Interrogatory No. 9 on the grounds that it is overly broad and unduly burdensome. MCI further objects on the grounds that BellSouth is requesting MCI to do legal research that BellSouth is fully capable of doing itself. Subject to these objections, MCI states that the Commission has jurisdiction pursuant to Article IV, Section I, Paragraph I of the Georgia Constitution; under O.C.G.A. §§ 46-2-20 and 21 and O.C.G.A. § 46-5-168, and under 47 U.S.C. § 251(d)(3). In addition, the FCC has expressly acknowledged the jurisdiction of state public service commissions with respect to DSL services in its Line Sharing Order. *In the Matters of Deployment of Wireline Services Offering Advanced Telecommunications Capability*

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*and Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*,  
CC Docket No. 98-147, CC Docket No. 96-98, FCC 99-355 ¶¶ 162-68 (rel. December 9, 1999)

Person providing information MCI counsel.

11 Do you contend that the Georgia Public Service Commission has jurisdiction over  
Cable Modem service?

**RESPONSE:** Yes.

Person providing information MCI counsel

12 If the answer to Interrogatory No. 11 is in the affirmative, please cite all statutes,  
rules, regulations, orders, or other legal authority that support your contention.

**RESPONSE:** MCI objects to Interrogatory No. 12 on the grounds that it is overly broad  
and unduly burdensome. MCI further objects on the grounds that BellSouth is requesting MCI to  
do legal research that BellSouth is fully capable of doing itself. Subject to these objections, MCI  
states that the Commission has jurisdiction over cable modem service on the same grounds  
identified in response to Interrogatory No. 10. MCI is aware of the FCC's conclusion to the  
contrary in *In re Appropriate Regulatory Treatment for Broadband Access to the Internet over  
Cable Facilities*, Declaratory Ruling and Notice of Proposed Rulemaking, GN Docket No. 00-  
185 and CS Docket No. 02-52, FCC 02-77 (March 15, 2002), but that decision is now on appeal  
to the D.C. Circuit.

Person providing information MCI counsel.

13 Please state whether MCI provides its own Broadband Service to customers in  
Georgia.

**RESPONSE:** WorldCom does provide such services to customers in Georgia.

Person providing information Larry Rogers

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14 If the answer to Interrogatory No. 13 is in the affirmative, please:

- i Describe with particularity the nature of the Broadband Service MCI is providing in Georgia, including stating all applicable rates, terms, and conditions of such service, and
- ii State the total number of customers to whom MCI is providing Broadband Service in Georgia, including stating the total number of residential and business customers being provided such service

**RESPONSE:** MCI objects to Interrogatory No. 14 on the grounds that it is overly broad and unduly burdensome, and to the extent that it seeks information that is not relevant to any issue in this proceeding nor reasonably calculated to lead to the discovery of admissible evidence. MCI specifically objects to providing information concerning WorldCom's provision of broadband service to customers completely on its network or via a combination of its own network and high capacity loop and transport combinations because this service has no conceivable relevance to this case. MCI further objects because BellSouth's request that MCI state all applicable rates, terms, and conditions of every broadband service offered by WorldCom would not only be enormously burdensome (presumably calling for every customer contract WorldCom has entered into for the provision of such service), but irrelevant to the issues here. MCI also objects to providing the number of DSL customers WorldCom serves in Georgia because this information has no bearing on this case. Subject to these objections, MCI responds to the subparts Interrogatory No. 14 as follows:

i WorldCom currently offers a variety of DSL products in Georgia: Enterprise DSL ("EDSL"), Internet DSL ("BDSL"), Private Label DSL—Access Edition ("PLDSL A") and Private Label DSL—Internet Edition ("PLDSL I"). WorldCom's OnNet DSL products support a

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broad range of applications including Internet, frame relay, ATM and virtual private networks ("VPNs") As discussed below, the various product features have evolved somewhat over time as the means through which WorldCom provided such services have changed Moreover, it should be noted that these services are offered only to customers who may be served from the limited number of central offices where WorldCom has collocation spaces in the Atlanta metropolitan area

***Enterprise DSL.*** EDSL is used to provide frame relay, ATM and other data services to small and medium sized businesses and to enterprise customers with a requirement for many, dispersed, faster-than-dial data service connections (such as gas stations, retail chains and franchises) EDSL includes symmetric bandwidth for upstream and downstream traffic, multiple static Internet protocol addresses ("IP addresses"), routers for use as CPE, domain name ("DNS") hosting and a variety of access speeds, depending on the application, ranging from 128 kbps (kilobits per second) up to 7.0 Mbps (megabits per second), WorldCom currently offers a Service Level Agreement ("SLA") to its customers to cover network service up to the demarcation point between the BOC copper loop and the WorldCom facilities-based DSL network.

***Internet DSL.*** BDSL is an Internet access product that WorldCom sells to two types of customers. Solo and Office The Solo BDSL product is for a single user, and is primarily targeted to sole proprietorships, home offices, and enterprise customers wishing to purchase teleworker DSL connections for employees to use as a remote work location. It provides asymmetric bandwidth, two static IP addresses, and bridges for CPE. The use of static IP addresses distinguishes this product from traditional BOC retail DSL offerings, which generally use dynamically-assigned IP addresses that are less suitable for business

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applications and secure networking (VPNs) The Office BDSL product is designed for a small, multi-user location such as a small business or an enterprise location such as a remote sales office The Office versions provides symmetric bandwidth in speeds from 128 kbps to 1.0 Mbps, multiple static IP addresses, routers for CPE, DNS hosting, and email accounts

***Private Label DSL.*** Private Label DSL, in both Access and Internet Editions, offers both symmetric and asymmetric bandwidth service that WorldCom sells to enterprise customers in bulk for use as a large-scale remote work or telecommuting solution, and to ISPs, on a wholesale basis, for resale to end users PLDSL includes a full suite of CPE options from low-end bridges to high-end routers, self-installation and professional installation options, and both dynamic and static IP addressing configurations for the Internet Edition The difference between the Access and Internet Editions relates to the way in which WorldCom hands off the data traffic to the customer. For the Access Edition, WorldCom provides its customer with an aggregated traffic stream at the ATM layer The customer provides its own IP addressing and Internet access to the end user For the Internet Edition, WorldCom carries the customer's traffic to WorldCom's Internet backbone and route it over the Internet using WorldCom's IP addressing. In both scenarios, the customer manages the end user relationship (*e.g.*, billing, authentication, technical support) and provides any Internet content (*e.g.*, email, news, Web hosting, portals) or value added services (*e.g.*, VPN, online entertainment servers)

11 As stated above, MCI objects to providing the information requested in this subpart

Person providing information Larry Rogers

15 If the answer to Interrogatory No. 13 is in the negative, please

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- i Describe with particularity all reasons, whether technical, financial, or otherwise, why MCI does not provide its own Broadband Service to customers in Georgia; and
- ii Identify all documents referring or relating to MCI's decision not to provide its own Broadband Service to customers in Georgia.

**RESPONSE:** Not applicable

16 Please state whether MCI provides its own Broadband Service to customers in states other than Georgia

**RESPONSE:** MCI objects to Interrogatory No 16 because it is overly broad because its scope relates only to customers outside this state. Subject to this objection, MCI states that WorldCom does provide such services to customers in states other than Georgia.

Person providing information: Larry Rogers

17 If the answer to Interrogatory No 16 is in the affirmative, please

- i Identify those states in which MCI provides its own Broadband Service,
- ii Describe with particularity the nature of the Broadband Service MCI is providing in each such state, including stating all applicable rates, terms, and conditions of the service; and
- iii State the total number of customers to whom MCI is providing Broadband Service in each such state, including stating the total number of residential and business customers being provided service.

**RESPONSE:** MCI objects to Interrogatory No 17 on the grounds that it is overly broad and unduly burdensome, and to the extent that it seeks information that is not relevant to any issue in this proceeding nor reasonably calculated to lead to the discovery of admissible

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evidence MCI further objects because its scope relates only to customers outside this state MCI specifically objects to providing information concerning WorldCom's provision of broadband service to customers completely on its network or via a combination of its own network and high capacity loop and transport combinations because this service has no conceivable relevance to this case MCI further objects because BellSouth's request that MCI state all applicable rates, terms, and conditions of every broadband service offered by WorldCom would not only be enormously burdensome (presumably calling for every customer contract WorldCom has entered into for the provision of such service), but irrelevant to the issues here MCI also objects to providing the number of DSL customers WorldCom serves outside Georgia because this information has no bearing on this case. Subject to these objections, MCI responds to the subparts Interrogatory No. 17 as follows

1 WorldCom provides DSL service in the markets depicted in Exhibit A attached hereto

11 WorldCom provides the same services described in response to Interrogatory No. 14 above

111 As stated above, MCI objects to providing the information requested in this subpart

Person providing information Larry Rogers

18 If MCI provides its own Broadband Service, will MCI provide such service to an end user customer irrespective of whether that customer also purchases telecommunications service from MCI (i.e., does MCI provide a stand-alone Broadband Service)?

**RESPONSE:** Yes.

Person providing information Larry Rogers



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19 If the answer to Interrogatory No. 18 is in the affirmative, please:

- i. Describe with particularity the nature of the stand-alone Broadband Service MCI is providing, including identifying the states in which such service is provided and describing all applicable rates, terms, and conditions of such service,
- ii. State the total number of customers to whom MCI is providing the stand-alone Broadband Service, including stating the total number of residential and business customers being provided such service in each state; and
- iii. Identify all documents referring or relating to the stand-alone Broadband Service MCI is providing

**RESPONSE:** MCI objects to Interrogatory No. 19 on the grounds that it is overly broad and unduly burdensome and to the extent it seeks information that is not relevant to any issue in this proceeding nor reasonably calculated to lead to the discovery of admissible evidence. MCI further objects to the extent Interrogatory No. 19 it seeks information about service to customers outside this state. MCI specifically objects to providing information concerning WorldCom's provision of broadband service to customers completely on its network or via a combination of its own network and high capacity loop and transport combinations because this service has no conceivable relevance to this case. MCI further objects because BellSouth's request that MCI state all applicable rates, terms, and conditions of WorldCom's stand alone broadband services would not only be enormously burdensome (presumably calling for every customer contract *WorldCom has entered into for the provision of such service*), but irrelevant to the issues here. MCI also objects to providing the number of DSL customers WorldCom serves because this

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information has no bearing on this case. MCI also objects to BellSouth's request that MCI identify "all documents referring or relating to the stand-alone Broadband Service MCI is providing" because it would, for example, require WorldCom to produce all of its contracts to provide DSL service anywhere in the United States, or, for that matter, anywhere in the world, and any sales literature WorldCom has developed concerning its DSL products. Subject to these objections, WorldCom responds to the subparts of Interrogatory No. 19 as follows:

- i See response to Interrogatory No. 14 i.
- ii See response to Interrogatory Nos. 14 and 17
- iv As stated above, MCI objects to providing the information requested in this subpart
- iii As stated above, MCI objects to providing the information requested in this subpart
- iv As stated above, MCI objects to providing the information requested in this subpart.

Person providing information. Larry Rogers.

20 The June 14, 2002 edition of *Telecommunications Report* reported that "WorldCom, Inc. has launched Private Label DSL (digital subscriber line) service for businesses and Internet service providers. The service, which is available in 31 major markets, gives customers bulk access to WorldCom's DSL network while branding the service as their own." Concerning this report, please

- i Describe with particularity the Private Label DSL service that WorldCom has launched, including stating all applicable rates, terms, and conditions,

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- ii Identify each market in which WorldCom is providing its Private Label DSL service and state the number of customers in each such market to whom the service is being provided, including stating the total number of residential and business customers being provided such service; and
- iii Describe with particularity WorldCom's DSL network, including identifying the location of that network and describing the specific equipment that comprise that network

**RESPONSE:** MCI objects to Interrogatory No. 20 on the grounds that it is overly broad and unduly burdensome and to the extent it seeks information that is not relevant to any issue in this proceeding nor reasonably calculated to lead to the discovery of admissible evidence. MCI further objects to the extent Interrogatory No. 20 seeks information about service to customers outside this state. MCI further objects because BellSouth's request that MCI state all applicable rates, terms, and conditions of WorldCom's stand alone broadband services would not only be enormously burdensome (presumably calling for every customer contract WorldCom has entered into for the provision of such service), but irrelevant to the issues here. MCI also objects to providing the number of DSL customers WorldCom serves because this information has no bearing on this case. MCI also objects to BellSouth's request that MCI describe WorldCom's national DSL network "with particularity" down to the equipment comprising it because this request would require voluminous information that would be irrelevant to this case. Subject to these objections, MCI responds to the subparts Interrogatory No. 20 as follows:

- i See response to Interrogatory Nos. 14 i
- ii See response to Interrogatory No. 17 i

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iii During 2000 and into 2001, WorldCom initiated a DSL build in targeted central offices across the United States. WorldCom used existing WorldCom collocation arrangements and augmented them to add DSL capability. On average, WorldCom incurred non-recurring charges of \$50,000 to upgrade each of the collocation spaces and another \$80,000 for equipment, configuration, and installation services for the initial build-out, as well as installation and recurring costs for backhaul circuits (ATM transport) to WorldCom's regional aggregation locations. WorldCom equipped approximately 100 central offices with DSL capabilities before stopping this program because of the high deployment costs. In September of 2001, WorldCom bid for and won a substantial portion of the Rhythms nationwide DSL network. The Rhythms acquisition allows WorldCom to deliver DSL services through its own facilities in 709 central offices in 31 metropolitan markets. The asset purchase allows WorldCom to provide various flavors of DSL, including ADSL, SDSL and IDSL (as well as service upgrades in 2002 to G.SHDSL and other extended reach technologies). WorldCom purchased equipment from Rhythms, including DSLAMs, splitters, metallic loop testers, ATM and IP concentrators, IP routers, ATM switches, and OSS provisioning systems that permit the electronic ordering of xDSL UNEs from all of the BOCs.

Person providing information: Larry Rogers

21 Have you at any time entered into any agreement or held any discussions with any Cable Modem service provider regarding a joint offering or package of services involving your voice service and the Cable Modem service provider's Broadband Service.

**RESPONSE:** No.

Person providing information: Sherry Lichtenberg.

22 If the answer to Interrogatory No. 21 is in the affirmative, please

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- i Identify the Cable Modem service provider with whom you have had such an agreement or discussions,
- ii State the date when such an agreement was executed or such discussions took place,
- iii Describe with particularity the nature of such an agreement or discussions, including applicable rates, terms, and conditions for a joint offering or package of services involving your voice service and the Cable Modem service provider's Broadband Service; and
- iv Identify all documents referring or relating to such an agreement or discussions

**RESPONSE:** Not applicable.

23 If the answer to Interrogatory No 21 is in the negative, please describe with particularity all reasons, whether technical, financial, or otherwise, why MCI has decided not to enter into an agreement or discussions with a Cable Modem service provider concerning a joint offering or package of services involving MCI's voice service and the Cable Modem service provider's Broadband Service.

**RESPONSE:** MCI objects to Interrogatory No 23 on the grounds that it is overly broad and unduly burdensome, and to the extent that it seeks information that is not relevant to any issue in this proceeding nor reasonably calculated to lead to the discovery of admissible evidence. Subject to the objections, MCI states that to date its business plans have focused on providing residential service over telephone lines to customers now or previously served by ILEC providers, who have most of the voice customers in their respective service territories. Cable modem providers have relatively low penetration levels in the voice market, have a

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different service delivery method and to MCI's knowledge have not developed the OSS necessary to facilitate migration of whatever voice customers they have

Person providing information. Sherry Lichtenberg

24 Have you at any time entered into an agreement or held any discussions with any DSL service provider regarding a joint offering or package of services involving your voice service and the DSL service provider's Broadband Service, including, but not limited to, engaging in line splitting?

**RESPONSE:** Response to Interrogatory No. 24 is being filed under Trade Secret

25 If the answer to Interrogatory No. 24 is in the affirmative, please

- i Identify the DSL service provider with whom you have had such an agreement or discussions;
- ii State the date when such an agreement was executed or such discussions took place,
- iii. Describe with particularity the nature of such an agreement or discussions, including applicable rates, terms, and conditions for a joint offering or package of services involving your voice service and the DSL service provider's Broadband Service, and
- iv Identify all documents referring or relating to such an agreement or discussions

**RESPONSE** Response to Interrogatory No. 25 is being filed under Trade Secret

26 If the answer to Interrogatory No. 24 is in the negative, please describe with particularity all reasons, whether technical, financial, or otherwise, why MCI has not entered into an agreement or discussions with any DSL service provider concerning a joint offering or package of services involving MCI's voice service and the DSL service provider's Broadband Service, including, but not limited to, engaging in line splitting.

**RESPONSE:** Not applicable

27 *If you currently provide Broadband Service, do you have any objection to the Public Service Commission in those states in which you provide such service from requiring*

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MCI to provide Broadband Service to an end user customer irrespective of whether that customer also purchases telecommunications service from MCI (i.e., requiring MCI provide a stand-alone Broadband Service)? If the answer to the foregoing Interrogatory is in the affirmative, describe with particularity all such objections.

**RESPONSE:** MCI objects to Interrogatory No. 27 because it is not a request for information but rather a request for WorldCom to agree to subject itself to regulatory requirements. MCI further objects to the extent this request concerns states other than Georgia. Subject to these objections, MCI notes that unlike BellSouth, WorldCom does not have a monopoly in the telephone voice market, so substantially different policy considerations apply to regulating the two companies. MCI further notes that WorldCom in fact does provide broadband service on a stand-alone basis.

Person providing information: MCI counsel

28. If you currently provide DSL Service, do you have any objection to the Public Service Commission in those states in which you provide such service from requiring MCI to provide DSL Service over the unbundled loops purchased by any and all other CLECs operating in those states? If the answer to the foregoing Interrogatory is in the affirmative, describe with particularity all such objections.

**RESPONSE:** MCI objects to Interrogatory No. 28, because it is not a request for information but rather a request for WorldCom to agree to subject itself to regulatory requirements. MCI further objects to the extent this request concerns states other than Georgia. Subject to these objections, MCI notes that unlike BellSouth, WorldCom does not have a monopoly in the telephone voice market, so substantially different policy considerations apply to regulating the two companies. MCI further notes that the regulation BellSouth suggests would



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impose substantially greater obligations on WorldCom than would be placed on BellSouth if MCI is granted the relief it is requesting in this case because BellSouth owns all the loops over which it provides FastAccess service, and all of those loops terminate at BellSouth's central offices

Person providing information: MCI counsel

29 Do you have any objection to BellSouth, or any CLEC, utilizing free of charge the high frequency portion of unbundled loops purchased by MCI to provision DSL Service to MCI's end user customers? If the answer to the foregoing Interrogatory is in the affirmative, describe with particularity all such objections

**RESPONSE:** MCI objects to Interrogatory No. 29 because it is overly broad in that this case involves only MCI's interconnection agreement with BellSouth, not other CLECs. Subject to the objection, MCI has no objection at this time to BellSouth utilizing free of charge the high frequency portion of the UNE-P loops it leases from BellSouth, subject to an appropriate amendment to the parties' interconnection agreement.

Person providing information: Sherry Lichtenberg

30 Do you have any objection to BellSouth, or any CLEC, taking whatever steps are necessary in order to provision its DSL Service over unbundled loops purchased by MCI to provision DSL Service to MCI's end user customers? If the answer to the foregoing Interrogatory is in the affirmative, describe with particularity all such objections

**RESPONSE:** MCI objects to Interrogatory No. 30 because it is overly broad in that this case involves only MCI's interconnection agreement with BellSouth, not other CLECs. Subject to the objection, MCI states that it obviously could not agree to allow BellSouth to take "whatever steps" it deems necessary to provision FastAccess service to its customers over MCI's

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UNE-P loops. Nonetheless, MCI stands ready to negotiate reasonable terms and conditions concerning such provisioning and is confident that the parties negotiating in good faith could come to terms on such operational details.

Person providing information: Sherry Lichtenberg

31 What rates, terms and conditions, if any, do you contend should apply when BellSouth, or any CLEC, uses the high-frequency portion of an unbundled loop purchased by MCI to provide DSL Service to MCI's end user customers?

**RESPONSE:** MCI objects to Interrogatory No. 31 because it is overly broad in that this case involves only MCI's interconnection agreement with BellSouth, not other CLECs. Subject to the objection, MCI states that such terms and conditions would have to be worked out between the parties during good faith negotiations.

Person providing information: Sherry Lichtenberg

32 If BellSouth, or any CLEC, were to use the high frequency portion of an unbundled loop purchased by MCI for the purpose of providing DSL Service, would you request compensation for such use of the high frequency portion of that loop?

**RESPONSE:** See response to Interrogatory No. 29.

33 If the answer to Interrogatory No. 32 is in the affirmative, state the amount of compensation MCI would charge and describe with particularity how this charge was calculated.

**RESPONSE:** Not applicable.

34 With respect to the allegations in Paragraph 17 of the Complaint, do you contend that FastAccess is an "Unbundled Network Element or auxiliary service" as those terms are used in Part A, Section 12.2 of the parties' Interconnection Agreement? If the answer to the foregoing

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Interrogatory is in the affirmative, state all facts and identify all documents that support this contention

**RESPONSE:** MCI does not so contend.

Person providing information: MCI counsel

35 With respect to the allegations in Paragraph 18 of the Complaint, do you contend that FastAccess is an "unbundled Network Element" as that term is used in Attachment 3, Section 2.1 of the parties' Interconnection Agreement? If the answer to the foregoing Interrogatory is in the affirmative, state all facts and identify all documents that support this contention

**RESPONSE:** MCI does not so contend

Person providing information: MCI counsel.

36 State all facts and identify all documents that support your contentions in Paragraph 19 of the Complaint

**RESPONSE:** MCI objects to Interrogatory No. 36 on the grounds that it is overly broad, unduly burdensome, vague and ambiguous. Subject to these objections, MCI notes that Paragraph 19 of the Complaint states that "BellSouth's refusal to provide FastAccess using the high frequency portion of a customer's voice line unless the customer uses BellSouth's voice service constitutes a breach of the Interconnection Agreements" and goes on to request appropriate relief for this breach. BellSouth's policy concerning FastAccess breaches Part A, Section 12.2 of the parties' interconnection agreements because BellSouth is not providing UNE-P loops to MCI on a nondiscriminatory basis since BellSouth is willing to provide FastAccess service over its own loops but not those leased to MCI. BellSouth's policy also breaches Attachment 3, Section 2.1 of the parties' interconnection agreements because BellSouth is not providing UNE-P loops "on terms and conditions that are just, reasonable, and

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nondiscriminatory” and is not providing UNE-P loops that are “of at least the same level of quality as BellSouth provides itself, its Customers, subsidiaries, or Affiliates, or any third party ”

Person providing information MCI counsel.

37 With respect to the allegations in Paragraph 21 of the Complaint, do you contend that BellSouth’s alleged “refusal to provide FastAccess using the high frequency portion of a customer’s voice line unless the customer uses BellSouth’s voice service” constitutes a price squeezing arrangement, as that term is used in O C G A. § 46 5.169(4)? If the answer to the foregoing Interrogatory is in the affirmative, state all facts and identify all documents that support this contention.

**RESPONSE:** MCI objects to Interrogatory No 37 on the grounds that it is overly broad and unduly burdensome. Subject to these objections, MCI does not so contend at this time

Person providing information MCI counsel

38 With respect to the allegations in Paragraph 21 of the Complaint, do you contend that BellSouth’s alleged “refusal to provide FastAccess using the high frequency portion of a customer’s voice line unless the customer uses BellSouth’s voice service” constitutes price discrimination, as that term is used in O.C G A § 46.5 169(4)? If the answer to the foregoing Interrogatory is in the affirmative, state all facts and identify all documents that support this contention

**RESPONSE:** MCI objects to Interrogatory No 38 on the grounds that it is overly broad and unduly burdensome Subject to these objections, MCI does not so contend at this time

Person providing information MCI counsel

39 With respect to the allegations in Paragraph 21 of the Complaint, do you contend that BellSouth’s alleged “refusal to provide FastAccess using the high frequency portion of a

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customer's voice line unless the customer uses BellSouth's voice service" constitutes predatory pricing, as that term is used in O.C.G.A. § 46.5 169(4)? If the answer to the foregoing Interrogatory is in the affirmative, state all facts and identify all documents that support this contention

**RESPONSE:** MCI objects to Interrogatory No. 39 on the grounds that it is overly broad and unduly burdensome. Subject to these objections, MCI does not so contend at this time.

Person providing information: MCI counsel

40. With respect to the allegations in Paragraph 21 of the Complaint, do you contend that BellSouth's alleged "refusal to provide FastAccess using the high frequency portion of a customer's voice line unless the customer uses BellSouth's voice service" constitutes a tying arrangement, as that term is used in O.C.G.A. § 46.5 169(4)? If the answer to the foregoing Interrogatory is in the affirmative, state all facts and identify all documents that support this contention, including identifying the relevant product markets in which you contend that BellSouth has market dominance.

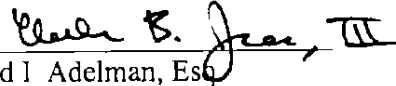
**RESPONSE:** MCI objects to Interrogatory No. 40 on the grounds that it is overly broad and unduly burdensome. Subject to these objections, MCI states that BellSouth's policy does constitute a tying arrangement. BellSouth's stated policy is to require its FastAccess customers to use BellSouth's voice service unless it obtains its voice service from a CLEC reselling BellSouth's voice service, and to prohibit its FastAccess customers from obtaining voice service from a UNE-P provider. MCI does not concede that it must prove "market dominance" to establish a tying violation under O.C.G.A. § 46.5 169(4), but in any case BellSouth has such market dominance in the residential and small business local exchange voice markets in Georgia, as well as in the residential and small business DSL markets in Georgia. BellSouth's tying

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arrangement uses BellSouth's DSL product to seal off from competition a substantial segment of its voice customer base, thus helping to preserve its voice monopoly.

Person providing information MCI counsel

Respectfully submitted this 23<sup>rd</sup> day of September, 2002



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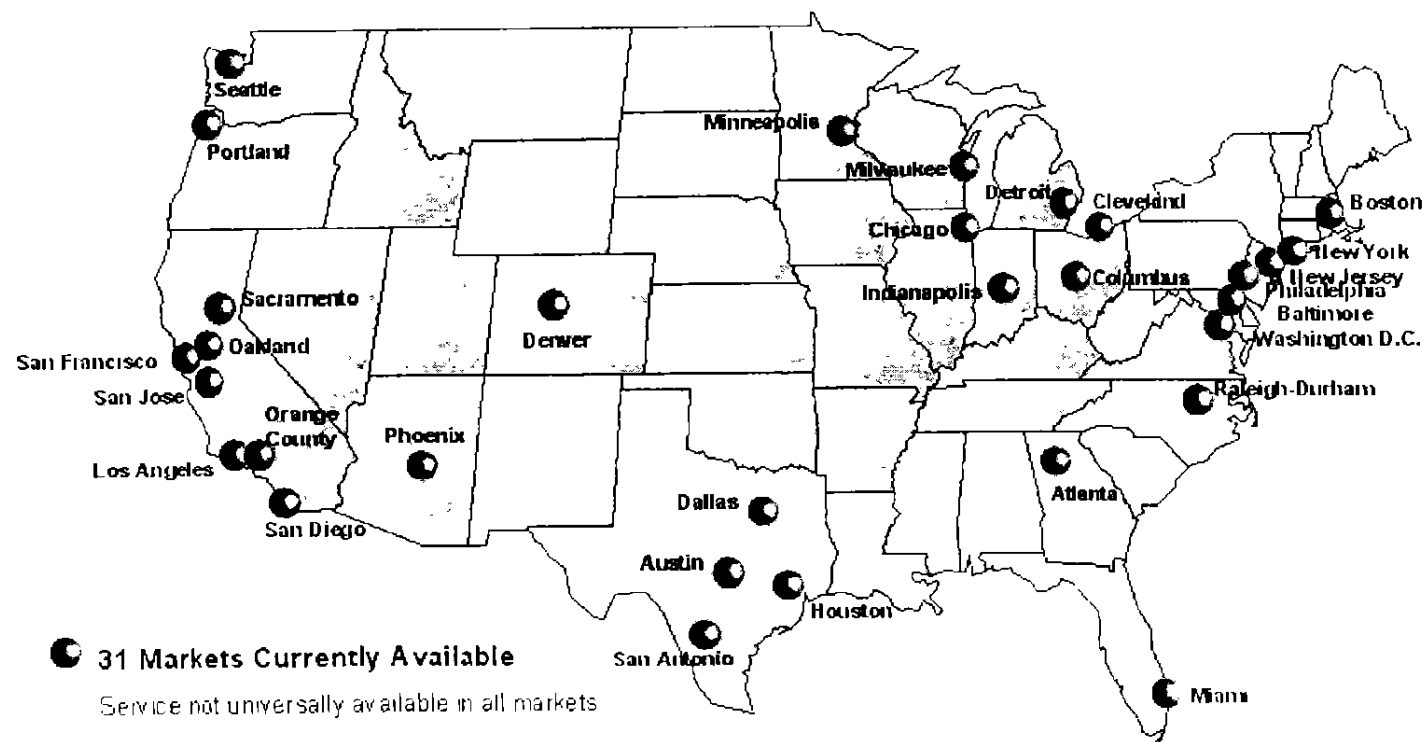
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Communications, Inc

## **Exhibit A to Interrogatories**

# Worldcom OnNet DSL Network

WORLD COM





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**CERTIFICATE OF SERVICE**

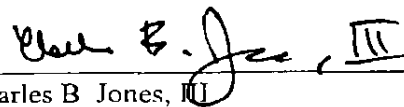
I hereby certify that I have this day served a true and exact copy of the within and foregoing **MCI'S RESPONSES TO BELL SOUTH'S FIRST INTERROGATORIES** via United States First Class Mail, postage paid and properly addressed to the following.

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This 23<sup>rd</sup> day of September, 2002

  
Charles B. Jones, III